

Contract ID#:  
DPW project#:

CF (Capital)  
Contract Details



Department: COUNTY EXECUTIVE

Clerk item# 292-15

SERVICE: FUNDING PROVISION

NIFS ID #: CFCE15000034 NIFS Entry Date: 6/19/15

Term: from Original execution to 5 years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>
RES#			

Agency Information

Vendor	
AMERICAN LEGION JOE MURPHY POST 1957	11-6000853
45 ROSE AVE PO BOX 130 ROOSEVELT, NY	GASPARE TUMMINELLO 516- 571 6755

County Department	
Department Contact	Concetta A. Petrucci
Address	1550 Franklin Ave Mineola NY 11501
Phone	571-6691

Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE APPROVED	SIGNATURE	Keep Approval Required
	County Executive	Draft agreement NIFS Entry/Approval <input checked="" type="checkbox"/>	6/26/15	Concetta A. Petrucci	
	DPW	Review IMA NIFS Approval SEORA: Type I <input type="checkbox"/> Type II <input type="checkbox"/>	6/1/15	Ant	
	OMB	Review IMA NIFS Approval <input type="checkbox"/>	6/26/15	Peter	
	County Attorney	RE & Insurance Verification <input type="checkbox"/>			
6/24/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	7/9/15	Concetta A. Petrucci	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Review IMA <input type="checkbox"/>	7/10/15	Concetta A. Petrucci	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
7/10/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/10/15	Concetta A. Petrucci	

Contract ID#:  
DPW project#:



Department: COUNTY EXECUTIVE

## Contract Summary

**Description:**

This item is a public benefit services agreement between the County of Nassau (County) and the American Legion Post Joe Murphy Post 1957

**Purpose:**

The County will provide \$22,000 in Capital Funds to the American Legion to erect a statue of Brigadier General George A. Jones, with flagpole, including installation of lighting and walkways to the statue

**Method of Procurement:**

Pursuant to County Law Section 224, the County may enter into a public benefit service agreement. This agreement is between the County and the American Legion Joe Murphy Post 1957

**Impact on Funding / Price Analysis:**

The county will commit \$22,000 in Capital Funds to support this project.

**SEQRA determination:**

According to the inter-departmental memo provided the Inc. Village of Floral Park classifies this application as unlisted which will not result in any significant adverse environmental impact.

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	CAP
Index:	PWCAP CAP
Project:	99206
Project Dtl: (Leg Dist)	LD 001
Subobject:	
Transaction:	CF

RENEWAL	
% Increase	N/A
% Decrease	N/A

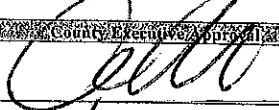
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$22,000.00
Other	\$
<b>TOTAL</b>	<b>\$ 22,000.00</b>

LINE	INDEX/PRJ/PRJDTL CODES	AMOUNT
1	PWCAPCAP/ 99206/ xxx	\$ 22,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$22,000.00</b>

Document Prepared  
By:

**Concetta A. Petrucci**

Date: **6/19/2015**

<b>NIFS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <b>7/10/15</b>
Date	Date	(For Office Use Only)
		E #:

RESOLUTION NO. -- 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU AND  
AMERICAN LEGION JOE MURPHY POST 1957

APPROVED AS TO FORM

Deputy County Attorney

2015 JUL 10 P 4:51  
OFFICE OF THE COUNTY CLERK  
NASSAU COUNTY  
JUL 10 2015

WHEREAS, the County of Nassau ("County") is authorized to contract with non-profit organizations pursuant to County Law section 224 ; and

WHEREAS, the County desires to enter into an agreement, upon all of the terms and conditions as set forth therein, with the American Legion Joe Murphy Post 1957, a non-profit organization, to provide funds erecting a statue memorializing the service of Brigadier General George A. Jones of the New York National Guard together with a flagpole, installation of lighting and walkways at the Veteran's Memorial Triangle Area, 1 Babylon Turnpike, Roosevelt, New York ("Project"), pursuant to County Law Section 224(1); and

WHEREAS, the County will provide the sum of Twenty Two Thousand (\$22,000.00) Dollars to be paid in advance for the purchase of goods and services in connection with the Project, said fund to be paid only upon compliance with the provisions of County Law Section 224; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with American Legion Joe Murphy Post 1957.

PUBLIC BENEFIT SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU,  
NEW YORK AND  
THE AMERICAN LEGION JOE MURPHY POST 1957

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the American Legion Joe Murphy Post 1957 having its principal offices at 45 Rose Avenue, Roosevelt, New York 11575 ("CONTRACTOR").

WITNESSETH:

WHEREAS, pursuant to New York County Law ("County Law") Section 224, the County is authorized to contract with non-profit organizations and other corporations, associations and agencies within the County formed for purposes enumerated therein; and

WHEREAS, the Contractor is a non-profit organization as described in County Law Section 224; and

WHEREAS, paying for erecting a statue memorializing the service of Brigadier General George A. Jones of the New York National Guard is authorized pursuant to County Law Section 224(1); and

WHEREAS, it is desirable for the County and the CONTRACTOR to undertake a certain project as authorized by the County Law through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the CONTRACTOR each represent that they are authorized to enter into this Agreement to undertake the project, as described herein.

Section 2. The County and the CONTRACTOR believing it to be in their respective best interests, do hereby authorize the undertaking of their respective obligations, as described herein, with respect to the project.

Section 3. The CONTRACTOR will undertake a project to erect a statue of Brigadier General George A. Jones, with flagpole, including the installation of lighting and walkways to the statue, on the premises located at the veteran's

Memorial Triangle area, 1 Babylon Turnpike, Roosevelt, New York ("Project").

Section 4. The County shall provide TWENTY-TWO THOUSAND dollars (\$22,000.00) ("Funds") to the CONTRACTOR for the purchase of goods and services in connection with the Project. Payment shall be made to the CONTRACTOR as follows: TWENTY-TWO THOUSAND dollars (\$22,000.00) shall be paid in advance upon the execution of this Agreement (the "Advance") and shall be contingent upon adherence to the requirements of County Law Section 224, and the CONTRACTOR submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The CONTRACTOR shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The CONTRACTOR shall (i) as between the County and the CONTRACTOR, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the CONTRACTOR shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The CONTRACTOR shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The CONTRACTOR shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the CONTRACTOR shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the CONTRACTOR is bound by and shall comply with the terms of Certificate L and Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be

amended from time to time, enacted, or adopted.

Section 9. The CONTRACTOR shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The CONTRACTOR shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the CONTRACTOR or any agent of the CONTRACTOR in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The CONTRACTOR shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the CONTRACTOR's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the CONTRACTOR shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) ~~The CONTRACTOR shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.~~
- d) ~~The provisions of this Section shall survive termination of this Agreement.~~

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the CONTRACTOR, or between the CONTRACTOR and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have

the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the CONTRACTOR with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

a) The undersigned representative of the County hereby represents and warrants that the undersigned is an officer, director or agent of the County with full legal rights, power and authority to sign this Agreement on behalf of the County and to bind the County with respect to the obligations enforceable against the County in accordance with its terms.

b) The undersigned representative of the CONTRACTOR hereby represents and warrants that the undersigned is an officer, director or agent of the CONTRACTOR with full legal rights, power and authority to sign this Agreement on behalf of the CONTRACTOR and to bind the CONTRACTOR with respect to the obligations enforceable against the CONTRACTOR in accordance with its terms.

Section 15. Termination – Reconciliation and No Rollover of Funds. On or before the last day of the third (3<sup>rd</sup>) month following the termination of this Agreement, the CONTRACTOR shall file with the Comptroller's Office, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all

monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report.

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IN WITNESS WHEREOF,

COUNTY OF NASSAU

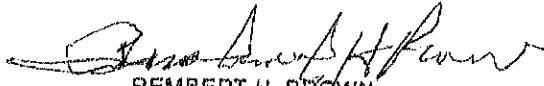
By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy County Executive

Print Name \_\_\_\_\_

AMERICAN LEGION JOE MURPHY POST 1957

By Charlie A. Toffin Date 6/18/2015  
Post Commander

Print Name Charlie A. Toffin



REMBERT H. BROWN  
Notary Public, State of New York  
No. 30-0457010  
Qualified in Nassau County  
Certificate Filed in Suffolk County  
Commission Expires Sept 30, 2017

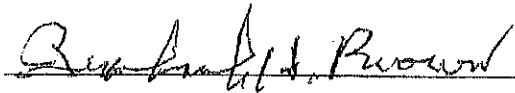
EXECUTE in BLUE INK.

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU )

On the 18th day of June in the year 2015 before me personally came Charlie Robbins to me personally known, who, being by me duly sworn, did depose and say that he or ~~she~~ resides in the County of Nassau; and that he or ~~she~~ signed his or her name hereto and has executed the above instrument.



NOTARY PUBLIC

REMBERT H. BROWN  
Notary Public, State of New York  
No. 30-0457010  
Qualified in Nassau County  
Certificate Filed in Suffolk County  
Commission Expires Sept 30, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or \_\_\_\_\_ Chief Deputy County Executive or \_\_\_\_\_ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

\_\_\_\_\_  
NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified

M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records

shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for

immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority ~~publications, trade newspapers/notices and magazines, trade and union~~ publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In



addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive

Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



County Executive  
Edward P. Mangano

# NASSAU COUNTY COMMUNITY REVITALIZATION PROGRAM (CRP) PROJECT APPLICATION

***Please complete the entire application.***

1. Date: April 29, 2015

2. (a) Legislator: Abrahams

(b) Legislative assistant: Robin Wheat

(c) Office phone: 516 571 6201

3. Project title: Roosevelt Veteran Statue

4. (a) Project Description. **The project must be a capital project with an expected useful life of at least five (5) years.<sup>1</sup> Please be specific.**

Erect a statue of Brigadier General George A. Jones and install walk-ways to the new monument and a flagpole with a light shining on the flag and statue.

(b) County purpose(s). The project must have a County purpose as authorized by law.<sup>2</sup> Typical joint capital projects with a municipality or district include parks, recreation, athletic fields, playgrounds, golf facilities, pools, rinks, preserves, and other park-like public recreational facilities open to County residents; certain public libraries; public museums and zoos; public monuments and memorials; firefighting equipment and apparatus in furtherance of the County's mutual aid program; and streetscapes. **Please identify the County purpose(s) furthered by this project and/or describe which County department or agency is expected to make use of the facility or facilities funded by this project.** Honor our local veterans

5. Funds requested: \$300,000.00

6. Name of municipality or district that will enter into an inter-municipal agreement with the County with respect to the project (e.g., school district, fire district, town, village, etc.):

American Legion - Joe Murphy Post 1957

7. Principal office address of such municipality or district: (in #6):

Rev. Richard Warren, The American Legion  
45 Rose Ave.  
Roosevelt, NY 11575

<sup>1</sup> The ability of the County to finance a proposed project under applicable law is subject to review by the Office of the County Attorney.

<sup>2</sup> The authority for County purposes is found in a variety of state and local laws, along with case law. The determination of whether a proposed project furthers a legally-authorized County purpose is subject to review by the Office of the County Attorney.



County Executive  
Edward P. Mangano

# NASSAU COUNTY COMMUNITY REVITALIZATION PROGRAM (CRP) PROJECT APPLICATION

8. Full name of facility or facilities that would benefit from the project (e.g., "Thomas Jefferson High School"):

Hamlet of Roosevelt and Nassau County - The American Legion Joe Murphy Post #1957 lawn

9. (a) Address (location) of facility or facilities (in #8) that would benefit from the project:

The American Legion Post 1957

1 Babylon Tpke

Roosevelt, NY 11575

(b) If applicable, describe the project location with reasonable specificity (e.g., interior or exterior of school

building/grounds, location of school sports field, etc.).

American Legion is located on Rose Ave. The statue will be placed on the front lawn. Rose Ave is a high traffic street lending to visual appreciation and with the AMC Academy next door and the Washington Ave Elementary School across the street, this change would escalate the opportunities for educational enrichment as well as interactive maintenance and beautification by the students.

10. Photocopies of relevant supporting documentation in connection with the proposed CRP project should be attached to this application.

Are copies of relevant documentation attached? ☒ Yes

☐ No

## 11. SEQRA Compliance

As you are aware, when the County undertakes a joint project with a municipality or district, both the County and the municipality/district must comply with the applicable provisions of the N.Y. State Environmental Quality Review Act and accompanying regulations (SEQRA). Please note that the inter-municipal agreement with the County will include a provision whereby the municipality/district represents and warrants that it has completed its SEQRA review with regard to the project and has provided the County with documentation evidencing such compliance

Approved in concept by: \_\_\_\_\_

Date: \_\_\_\_\_

5/18/15

*This application, if and when signed, is merely a non-binding internal approval of the project's concept by the administration and does not constitute a contract. It shall only authorize the drafting of an inter-municipal agreement by the administration and its routing to appropriate staff. County participation in the project can only be authorized by an inter-municipal (or similar) agreement, subject to all necessary legal approvals, including, but not necessarily limited to, those of the County Legislature and the County Executive.*

From : Rev. Richard P. Warren  
American Legion-Joe Murphy Post 1957  
45 Rose Avenue  
Roosevelt, New York 11575

To: Ms. Shelia Maxwell, Assistant  
To: Legislator Kevan Abrahams  
Nassau County Legislator, District #1  
1550 Franklin Avenue  
Mineola, New York 11501

Re: Our conversation regarding the statue to be erected in the  
Veterans Memorial Triangle at 1 Babylon Turnpike, Roosevelt, N.Y.  
11575, as per the initial contact and financial request by Mr. Shelton  
Parrish.

Authorization letter is enclosed.

Please contact me if further information is needed at (516) 510-8414

Thanking you in advance for your consideration, we are.

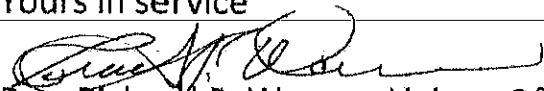
Owners of the property are:

Anne Ambrosio, Gloria Farino and Gloria M. Farino

Agent for the sisters is: Ms. Jean Kraft, 54 Alton Avenue, Greenlawn,  
New York 11740. Telephone # (631) 757-9402.

Yours in service

---



Rev. Richard P. Warren, Liaison Officer  
American Legion-Joe Murphy Post 1957

AMERICAN LEGION-JOE MURPHY POST 1957

45 ROSE AVENUE

ROOSEVELT, NEW YORK 11575

(516)510-8414

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Charles Robbins, Post Commander – Rev. Richard P. Warren, Past Commander

Mr. Kevan Abrahams, Legislator  
Nassau County Legislator, District No 1  
1550 Franklin Avenue  
Mineola, New York 11501

Dear Sir,

The American Legion-Joe Murphy Post 1957 is requesting a Grant in the amount of Twenty Two Thousand Dollars (\$22,000.00) to do the following:

1. Construct and erect a statue of Brigidaire General George A. Jones in the Veterans Memorial Triangle area, 1 Babylon Turnpike, Roosevelt, New York 11575.
2. Install walk-ways from the sidewalks to the Statue and Monuments.
3. Construct a base to hoist the American Flag at the American Legion-Joe Murphy Post 1957 Headquarters.
4. Purchase a Flag Pole.

Estimated cost for the projects is listed below, as per invoices received from contractors.

Statue: Nineteen Thousand Dollars (\$19,000.00)

Concrete work: One Thousand Dollars (\$1,000.00)

Foundation for Flag Pole: Fifteen Hundred Dollars (\$1,500.00)

Flag Pole: Five Hundred Dollars (\$500.00)

Total cost \$22,000.00.

As per your request, enclosed is a letter from the Owners Agent of property at the Veterans memorial Area giving permission and authoring the project.

Post 1957 Veterans are the owners of the property at 45 Rose Avenue, Roosevelt, New York 11575.

Respectfully requested,



Rev. Richard P. Warren, Liaison Officer  
American Legion-Joe Murphy Post 1957

April 7, 2015

Rev. Richard P. Warren  
Past Commander  
American Legion-Joe Murphy Post 1957  
45 Rose Avenue  
Roosevelt, NY 11575

Dear Rev. Warren,

On behalf of the owners, Anne Ambrosio, Gloria Farino and Gloria M. Farino, permission to erect a new monument and to install walk-ways to the new monuments and to continue to beautify the area is granted.

We want to thank you for honoring our heros and for continuing to beautify the area.

Sincerely,

  
Joan Kraft

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FAML4010 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
DOCUMENT HEADER

06/19/2015  
4:44 PM

DOCUMENT CATEGORY	:	CF PERSONAL SERVICES CAPITAL CONTRACT	
ENTERED BY	:	PETRUCCI, CONCETTA 1-6691	
DOCUMENT NUMBER	:	CFCE15000034	INITIATING DEPT : CE
INPUT PERIOD (MM YYYY)	:	06 2015 JUNE	
VENDOR NUMBER / SUFFIX	:	113405820 01	APPROVAL TYPE : 01
VENDOR NAME	:	AMERICAN LEGION JOE MURPHY POST 1957	
VENDOR ADDRESS	:	45 ROSE AVENUE	
	:	P O BOX 130	
	:	ROOSEVELT	NY 11575
COUNTRY	:	USA	
ALPHA VENDOR	:	AMERICAN LEGION	
BANK NUMBER	:		TREAS NO : 01
DUE DATE	:		SINGLE CHECK :
DOCUMENT AMOUNT	:	22,000.00	CURRENCY CODE :
NUMBER OF LINES	:	1	RESPONSIBLE UNIT :
TRANSACTION CODE HASH	:		
TERMS	:		NOTEPAD (Y OR N) : N
POSTING/EDIT ERRORS	:		
F1-HELP		F3-DELETE	F4-PRIOR
F2-SELECT		F5-NEXT	F6-DTL ENTRY
F7-VIEW DOC		F9-LINK	F10-SAVE
F8-SUBMIT			F12-ADL FCTNS
G014 - RECORD FOUND			



FAML4050 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

06/19/2015  
4:44 PM

DOCUMENT : CFCE15000034 - 01 INPUT PER: 06 2015 AMOUNT : 22,000.00

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TRANS CODE	:	103	CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF	:		
TRANS DESC.	:		ERECT A STATUE WITH FLAGPOLE
TRANS AMOUNT	:		22,000.00
INDEX	:	PWCAP/CAP	CAPITAL PROJECTS FUND
SUBJECT	:	00005	EQUIPMENT
UCODE/ORD#/DRC	:		
GRANT	:		
GRANT DETAIL	:		
PROJECT	:	99206	VARIOUS COUNTY PROJECTS
PROJECT DETAIL	:	001	LEGISLATIVE DISTRICT ONE
START DATE	:		
END DATE	:		

FINANCIAL ERRORS :

F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC	F9-LINK	F10-SAVE		

G008 - NEXT RECORD DISPLAYED

Page 1 of 4

## COUNTY OF NASSAU

## CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: AMERICAN LEGION - JOE MURPHY POST 1937  
Address: 45 ROSE AVENUE  
City, State and Zip Code: ROOSEVELT NEW YORK 11575
2. Entity's Vendor Identification Number: 113405820 (Fed ID)
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp VETERANS Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):  
CHARLES ROBBINS Post Commander  
JOHN BOYD, 1st VICE COMMANDER  
ANTHONY THOMAS 2ND VICE COMMANDER  
ANDREW JACKSON, 3RD VICE COMMANDER  
RICHARD P. WARREN, LIAISON OFFICER /  
PAST COMMANDER
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.  
VETERANS ORGANIZATION - POST 1957

Page 2 of 4

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/06/15

Signature:

Print Name: Charles Robbins

Title: Post Commander

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.